

1	HONORABLE RONALD B. LEIGHTON
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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT TACOMA

SCHWAN'S SALES ENTERPRISES, INC.
(SSEI), a Minnesota Corporation; THE
SCHWAN FOOD COMPANY, a Minnesota
Corporation; and HOLIDAY FOODS, LLC,
CAMDEN CULINARY, INC.,

Case No.: C07-5171RBL

ORDER FOR PERMANENT
INJUNCTION

Plaintiffs,

v.

CHERYL GRANROTH,

Defendant.

ORDER FOR PERMANENT INJUNCTION

Defendant Cheryl Granroth is permanently enjoined from disclosing any of Plaintiffs' confidential, proprietary, and trade secret information, including without limitation, all the information that was copied and deleted from the company laptop computer that Plaintiffs provided to Defendant. *See* Second Declaration of Cheryl Granroth (Doc. No. 17) stating that she had possessed or otherwise controlled confidential, proprietary and trade secret information of Plaintiffs.

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2 Defendant is further ordered, to the extent she has not already, to return to Plaintiffs'
3 counsel any and all documents and things, copies of documents, including electronic documents
4 maintained in any recording medium, in her possession, custody, or control relating to Plaintiffs.
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6 This includes, but is not limited to, all information and documents that were on the laptop
7 computer Defendant used while working at Holiday Division/Camden Culinary.

8 For the next two years, Defendant is further ordered to have no contact with Plaintiffs'
9 customers and the representatives of those customers, and Plaintiffs' customer leads and
10 references to Plaintiffs' prospective customers. For the next two years, Defendant is further
11 ordered not to directly or indirectly solicit, contact, call upon, or attempt to solicit or call upon,
12 any customer, former customer or prospective customer of Plaintiffs. For purposes of this
13 paragraph, this restriction shall apply only to any customers, former customers or prospective
14 customers of Plaintiffs with whom Defendant had contact during that last two (2) years of
15 employment with Plaintiffs. Further, for the purposes of this paragraph, contact means
16 interaction between Defendant and the customer, former customer or prospective customer
17 which takes place to further the business relationship, or performing services for the customer,
18 former customer or prospective customer on behalf of Schwan's.
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21 If Defendant violates this Order for Permanent Injunction, Plaintiffs and/or their
22 successors and assigns shall be entitled to, *inter alia*, an award of liquidated damages in the
23 amount of \$25,000, plus reasonable and taxable costs, including reasonable attorney's fees, for
24 having to prove the violation of this Order for Permanent Injunction. The award of \$25,000 in
25 liquidated damages is appropriate given the indeterminate nature of damages from disclosure of
26 confidential, trade secret, and/or proprietary information and the irreparable harm suffered from
27 disclosure of such information.

Defendant is otherwise enjoined from violating the terms of her agreements with Plaintiffs.

Assuming no violation of this Order for Permanent Injunction takes place for the two years after its issuance, this civil action will be dismissed with prejudice, and without costs, disbursements or attorney's fees being awarded to any party. Nothing, however, in such a dismissal will diminish or eliminate Defendant's obligations to comply with any of her agreements with Plaintiffs.

LET JUDGMENT BE ENTERED ACCORDINGLY.

This 26th day of June, 2007.

Ronald B. Lightner

**RONALD B. LEIGHTON
UNITED STATES DISTRICT JUDGE**